

# Fuse

## Service Level Agreement

### Platform Availability and Service

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## 1. Introduction

### 1.1 Purpose

This Service Level Agreement (SLA) outlines the commitment Fuse makes to its customers regarding the availability of the Fuse platform, the support services provided, and the response and containment times for issues. It sets clear expectations for service levels and defines the remedies available to customers in the event that these commitments are not met.

### 1.2 Scope and Applicability

This SLA applies to all customers using the Fuse platform under a valid Fuse Master Services Agreement and signed contract. The latest version of this SLA, as published on the Fuse website at [fuseuniversal.com/company/legal](https://fuseuniversal.com/company/legal) will always apply and will supersede any previous versions. The SLA covers the availability of the platform, the process for reporting and managing issues, and the conditions under which service credits may be issued. This SLA is effective from the start of the customer's agreement with Fuse and remains in force for the duration of that agreement.

### 1.3 Definitions

The following definitions apply throughout this SLA:

- **Containment:** The implementation of measures that reduce the impact of an issue to a level where the platform remains usable for essential operations, ensuring that the issue does not significantly disrupt the customer's business activities.
- **Critical Service:** A core function of the Fuse platform that is essential to its primary purpose, such as content delivery or user access.
- **International Public Holidays:** New Years Day (1 January), Good Friday, Easter Monday, Christmas Day (25 December) and Boxing Day (26 December).
- **Nominated Support Administrators:** Individuals designated by the customer, up to a maximum of five unless otherwise specified in the customer's contract, who are authorised to log support tickets and request assistance on behalf of the customer.
- **Non-Critical Service:** A feature of the Fuse platform that supports its operation but is not essential to its primary purpose, for example Screen Recording or Reporting.
- **Service Request:** A formal request submitted by the customer for information, advice, or configuration changes that do not involve a defect or issue with the platform. Service Requests are not subject to containment or resolution targets.
- **Standard Support Hours:** 24/5 coverage from 1am Monday to 1am Saturday, SAST (South Africa Standard Time), excluding International Public Holidays.

## 2. Platform Availability

### 2.1 Platform Uptime Commitment

The Fuse Platform is designed to be available on a 24/7 basis and Fuse is committed to providing a highly available and reliable platform. To this end, we offer a minimum uptime of **99.95% per calendar month**. This uptime commitment applies to the Fuse platform as a whole, ensuring that the platform is operational and accessible to authorised users.

Platform uptime is calculated as the total number of minutes in a given calendar month during which the platform is available, divided by the total number of minutes in that month, excluding any planned maintenance windows and outages caused by factors outside of Fuse's control, such as issues with third-party tools or services, force majeure events, or customer-specific issues.

### 2.2 Maintenance Schedules

The majority of updates and maintenance is carried out without service interruption. However, to ensure the continued performance and security of the Fuse platform, scheduled maintenance may occasionally be required. Maintenance windows will be scheduled to minimise disruption to customers and will generally be conducted outside of peak business hours. Maintenance is scheduled according to the time zone of each specific stack.

#### 2.2.1 Scheduled Maintenance

Fuse reserves the right to perform scheduled maintenance for up to 2 hours per calendar month, calculated as an average across a calendar year. Customers will be notified at least fourteen days in advance of any scheduled maintenance that is expected to cause service interruptions. During these periods, certain features or the entire platform may be temporarily unavailable.

#### 2.2.2 Emergency Maintenance

In the event of an urgent issue requiring immediate attention to maintain platform security or stability, Fuse may need to perform emergency maintenance without the usual advance notice. We will endeavour to provide as much notice as possible and keep any downtime to a minimum. If the platform is taken offline for more than 3 hours due to emergency maintenance, this time will be included in the uptime calculation for that month unless otherwise exempted under the terms of this agreement.

## 3. Support Services

### 3.1 Support Overview

Fuse is committed to providing responsive and effective support to ensure the smooth operation of your services. Our support team is available during Standard Support Hours: **24/5, from 1:00am on Monday to 1:00am on Saturday SAST (South Africa Standard Time)**, excluding International Public Holidays. During these hours, our dedicated support agents are ready to assist with any issues, questions, or requests you may have.

Support is provided through the following channels:

- **Support Portal:** Access our support services via our portal at [fusesupport.freshdesk.com](https://fusesupport.freshdesk.com), where you can log issues, track ticket status, view the Fuse knowledge base and ask questions via Live Chat
- **Email:** You can email [fusesupport@fuseuniversal.com](mailto:fusesupport@fuseuniversal.com) to contact our Support Team. Each email generates a ticket that will be tracked under our SLA commitment.
- **Phone:** Telephone support is operated during Standard Support Hours. We provide phone numbers for multiple countries in each global region. Phone numbers are listed on our support portal, allowing direct access to our Support team.
- **Live Chat:** Available during Standard Support Hours for general questions and guidance only.

### 3.2 Response and Containment Times

We prioritise reported issues based on their impact on your business operations, ensuring that critical issues receive the most urgent attention. Our response and containment times for issues are defined as follows:

Priority	Description	First Response	Containment
Critical	The Platform or Critical Service unavailable for a majority of users.	30 minutes	4 hours
High	Significant impairment of Critical or Non-Critical Service affecting many users.	4 hours	14 days
Medium	Non-critical operational impact for some users, or Critical Service impact for small number of users	8 hours	30 days
Low	Minor impact, largely cosmetic, or affects a small number of users.	12 hours	60 days

### 3.2.1 Priority Definitions

A detailed explanation of each priority level is as follows:

- **Critical: Platform or Critical Service unavailable for a majority of users** - applied when the entire Fuse platform or a Critical Service is unavailable, preventing a majority of users from accessing or using essential functions necessary for business operations.
- **High: Significant functionality impairment affecting many users** - applied when Critical or Non-Critical Services of the platform are significantly degraded, affecting many users. The platform is still accessible, but the impairment disrupts productivity, with no viable workaround available.
- **Medium: Non-critical operational impact for some users** - applied when issues affect Non-Critical Services for a smaller group of users. The platform's core functions remain usable, or there may be a workaround available, allowing operations to continue with minimal disruption.
- **Low: Minor impact, largely cosmetic, or affects a small number of users** - Applied when issues occur that have little to no impact on productivity, such as cosmetic issues or those that only affect a few users. These issues are low priority and do not require urgent attention.

### 3.2.2 Priority SLA Calculations

SLA commitments for each priority level are applied as follows:

- **Critical:** applied on a 24/7 basis, 365 days per year
- **High:** applied during Standard Support Hours
- **Medium:** applied during Standard Support Hours
- **Low:** applied during Standard Support Hours

## 3.3 Reporting an Issue

### 3.3.1 Support Channels

Only nominated Support Administrators can report issues through the following channels:

- **Support Portal:** Log into the [Fuse Support Portal](#) to report an issue directly, track the status of your ticket, and access our knowledge base for self-service solutions.
- **Email:** Send details of the issue to [fusesupport@fuseuniversal.com](mailto:fusesupport@fuseuniversal.com). Include as much detail as possible to expedite the triage process.
- **Phone:** Contact us via the phone numbers listed on the support portal. This is recommended for when direct communication is necessary.

If a Critical issue (as defined in section 3.2) occurs outside of Standard Support Hours, you should log a ticket via the Support Portal, selecting **Critical** as the severity level. This will trigger an alert to our out of hours team who will be able to respond.

### 3.2.2 Telephone Support

Telephone support is available during Standard Support Hours using any of the following phone numbers:

- United Kingdom: (01789) 331 242
- United States: (973) 567-6302
- Australia: (02) 5562 0318

## 3.4 Asking a Question

Nominated Support Administrators can contact our Support team to ask questions about platform functionality, expected behaviour or how to make configuration changes. There are four channels available:

- **Support Portal:** Log into the [Fuse Support Portal](#) to log a question which will be responded to by one of our support agents.
- **Live Chat:** Available via the Fuse Support Portal during Standard Support Hours, Live Chat is the quickest way to get an answer to a question about the Fuse Platform functionality. Conversations via Live Chat are not subject to our response and containment time commitments.
- **Email:** You can email your question to [fusesupport@fuseuniversal.com](mailto:fusesupport@fuseuniversal.com). Your question will be logged and a support agent will answer in due course.
- **Phone:** You can telephone our Support team using the phone numbers provided during Standard Support Hours.

## 3.5 Logging a Service Request

Service Requests are formal requests for non-chargeable changes to be made by the Fuse team. Service Requests include, but are not limited to:

- Enabling or disabling features
- Adding or removing Universal Analytics users
- Setting up Single Sign On (SSO) or updating a SSO certificate
- Changing configuration settings not available to the customer

## 4. Escalation Process

### 4.1 When to Escalate

Fuse understands that certain issues may require urgent attention beyond our standard support processes. Customers are encouraged to escalate an issue if:

- The assigned priority does not reflect the actual business impact.
- A critical or high priority issue is not being resolved within the expected timeframes.
- There is a lack of communication or progress updates on an ongoing issue.
- A resolution has been implemented, but the issue persists or reoccurs.

If you believe that your issue requires escalation, please follow the procedure outlined below.

### 4.2 Escalation Procedure

To initiate an escalation, follow these steps:

1. **Respond to the existing ticket:** Open the relevant support ticket and reply directly, stating that you would like the issue escalated. Provide a brief explanation of why escalation is necessary, including any additional information about the business impact. Alternatively you can telephone via the provided phone numbers, referencing the ticket number.
2. **Review and Action:** Upon receiving your escalation request, the support team will escalate the ticket to the Support Team Manager. The manager will review the issue, re-evaluate the priority level if necessary, and ensure that appropriate resources are allocated to resolve the problem.
3. **Communication:** You will receive confirmation of the escalation and be informed of the steps being taken. If further escalation is required, the issue will be referred to the Vice President of Client Services, who will oversee the resolution process.
4. **Follow-Up:** Once escalated, you will receive regular updates until the issue is contained or resolved. The ticket will remain in an escalated state until both parties agree that the issue has been adequately addressed.

## 5. Service Credits

### 5.1 Eligibility

Fuse is committed to delivering a high level of service and meeting the defined service level targets. In the event that Fuse fails to meet the specified Service Level Agreement (SLA) targets, customers may be eligible for service credits as a form of compensation. Eligibility for service credits is determined based on the following criteria:

- The issue must be directly attributable to a failure within the Fuse platform, excluding factors beyond Fuse's control (e.g., third-party services, force majeure events, or customer-specific issues).
- The SLA target for the issue's priority level must not have been met, as defined in Section 3.2 of this agreement.
- The issue must have been logged and tracked through the official support channels (support portal, email, or phone) and escalated if necessary.

### 5.2 When are Service Credits due

Service credits are only available in the following circumstances:

- **Platform Uptime:** If the Fuse platform's uptime falls below the guaranteed **99.95%** in any given calendar month.
- **Critical Issues:** If a Critical issue (as defined in Section 3.2) is not contained within the specified target of **4 hours**.
- **High Issues:** If a High priority issue (as defined in Section 3.2) is not contained within the specified target of **14 days**.

#### 5.2.1 Service Credits exclusions

Service credits are **not** available in the following circumstances:

- The missed targets relate to Medium or Low priority issues, or for missed first response targets
- Platform uptime target missed due to a force majeure event, or failure in either the Customer's systems or a third party system
- Any DNS issue not within the direct control of Fuse Universal
- Any denial of service attack, network floods and hacking
- Failure by the Customer to take any remedial action as recommended by Fuse
- The Customer is in breach of any of the terms set out in any formal agreement
- Unavailability of telecommunications, faults or omission of ISPs and/or any lack of connectivity caused by a third party.



### 5.3 Service Credit Calculation

Service credits will be calculated as a percentage of the platform fee for the month in which the SLA breach occurred, based on the following schedule:

- **Platform Uptime:**
  - **99.95% - 99.0%** uptime: **5%** of the platform fee
  - **98.99% - 98.0%** uptime: **7.5%** of the platform fee
  - **Below 98.0%** uptime: **10%** of the platform fee
- **Critical Issues:**
  - For each Critical issue not contained within the 4-hour target: **2%** of the platform fee per incident
- **High Issues:**
  - For each High priority issue not contained within the 14-day target: **1%** of the platform fee per incident.

### 5.4 Service Credit Request Process

To request service credits, customers must submit a formal request within 30 calendar days of the last day of the month in which the SLA breach occurred. The request must include the following information:

- **Customer Details:** The customer's name, contact name, email, and telephone information.
- **Ticket Information:** The relevant support ticket number, along with the date and time of the issue.
- **Description of SLA or Uptime Breach:** A brief description of the breach, specifying whether it relates to Platform Uptime, a Critical issue, or a High priority issue, and including any supporting evidence or documentation.

Requests should be submitted via email to [fusesupport@fuseuniversal.com](mailto:fusesupport@fuseuniversal.com) with the subject line "Request for Service Credit."

#### **Review and Approval:**

Upon receiving a service credit request, Fuse will review the details of the request and the associated ticket. If the request is approved, the service credit will be applied to the customer's account within **two calendar months** of approval. Service credits are non-refundable, non-transferable, and can only be applied toward future billing charges. Service credits do not include any applicable taxes and are the customer's sole remedy for Fuse's failure to meet the SLA targets.

## 6. General Terms

### 6.1 Exclusions

The Service Level Agreement outlined in this document applies only to the Fuse platform and services directly managed by Fuse. The following scenarios are excluded from SLA commitments and will not be eligible for service credits:

- **Third-Party Services:** Any issues or downtime resulting from the performance or availability of third-party services or tools that Fuse does not control, such as integrations with external systems, internet service providers, or cloud services.
- **Force Majeure Events:** Any failure or delay in performance caused by events outside Fuse's reasonable control, including but not limited to natural disasters, acts of war or terrorism, civil disturbances, government actions, strikes, or supply chain disruptions.
- **Customer-Specific Issues:** Downtime or service issues arising from the customer's internal systems, network configuration, misuse of the platform, or failure to comply with Fuse's recommended practices.
- **Scheduled and Emergency Maintenance:** Any service interruptions resulting from scheduled or emergency maintenance as outlined in Section 2.2 of this SLA.

### 6.2 Changes to the SLA

Fuse reserves the right to modify the terms of this Service Level Agreement as necessary to reflect changes in our services, operations, or legal requirements. Any changes to the SLA will be communicated to customers at least **30 days in advance** of their effective date.

- **Notice of Changes:** Customers will be notified of any changes to the SLA via email and/or through the Fuse Support Portal. The notice will include a summary of the changes and the date they will take effect.
- **Continued Use:** Continued use of the Fuse platform after the effective date of any changes to the SLA constitutes acceptance of those changes. If a customer does not agree to the changes, they may terminate their use of the platform in accordance with the terms of the Fuse Master Services Agreement.

### 6.3 Termination of SLA

This SLA is an integral part of the Fuse Master Services Agreement. Termination of the Agreement by either party will result in the termination of this SLA. Additionally, this SLA may be terminated under the following conditions:

- **Breach of Agreement:** Fuse may terminate this SLA if the customer breaches the terms of this SLA or the Fuse Master Services Agreement, including but not limited to failure to pay fees or misuse of the platform.
- **Service Termination:** Fuse may terminate this SLA if it discontinues the Fuse platform or any related services covered by this SLA, with appropriate notice provided to customers as per the Fuse Master Services Agreement.